



VOLUNTARY COMPLIANCE AGREEMENT

between

**The United States
Department of Housing and Urban Development**

and

Harry L. Short (Executive Director) Portsmouth Redevelopment and Housing Authority 801 Water Street, Suite 200, PO Box 1098 Portsmouth, Virginia 23705	Portsmouth Redevelopment and Housing Authority 801 Water Street, Suite 200, PO Box 1098 Portsmouth, Virginia 23705
Delores Adams, Director of Housing Services Portsmouth Redevelopment and Housing Authority 801 Water Street, Suite 200, PO Box 1098 Portsmouth, Virginia 23705	Lillian Porter, Occupancy Officer Portsmouth Redevelopment and Housing Authority 801 Water Street, Suite 200, PO Box 1098 Portsmouth, Virginia 23705

Recipients

CASE NAME: McNeil, Margaret v Portsmouth Redevelopment and Housing Authority
CASE NUMBERS: 0-3-11-0008-4, 03-11-0008-D

DATE FILED: January 14, 2011

EFFECTIVE DATE: _____

Voluntary Compliance Agreement

CASE NAME: McNeil, Margaret v Portsmouth Redevelopment and Housing Authority

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Parties and Subject Property

Complainant: Margaret McNeil
1200 Columbia Street
Portsmouth, VA 23704

Recipient: Harry L. Short, Executive Director
Portsmouth Redevelopment and Housing Authority
801 Water Street, Suite 200
PO Box 1098
Portsmouth, VA 23705

Recipient: Delores Adams, Director of Housing Services
Portsmouth Redevelopment and Housing Authority
801 Water Street, Suite 200
PO Box 1098
Portsmouth, VA 23705

Recipient: Lillian Porter, Occupancy Officer
Portsmouth Redevelopment and Housing Authority
801 Water Street, Suite 200
PO Box 1098
Portsmouth, VA 23705

Recipient: Portsmouth Redevelopment and Housing Authority
801 Water Street, Suite 200
PO Box 1098
Portsmouth, VA 23705

Subject Property: 1200 Columbia Street
Portsmouth, VA 23704

The Complainant is a resident in a public housing unit operated by the Recipients. Complainant alleges she has a physical disability which substantially limits her daily activities and is disabled within the meaning of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794) ("Section 504") and Title II of the Americans with Disabilities Act (42 U.S. C 12131) ("the ADA"). She alleges that the Recipients denied and/or delayed her reasonable accommodation request for a live-in provider and her reasonable modification request for a wheelchair ramp.

The Recipients are the Executive Director and the Public Housing Authority that owns and manages the public housing stock, and administers the housing assistance payment program, in the state of Virginia. The Recipient owns the dwelling where the Complainant resides.

A. Statement of Facts

Complainant is Margaret McNeil. Complainant is disabled as defined by Section 504. The Recipient is the Portsmouth Redevelopment and Housing Authority. The Recipient's Executive Director is Harry Short.

Complainant moved to the subject unit in March 2006. The unit is a two story townhouse public housing unit owned and operated by Recipient. The dwelling has several steps leading to the front door, and a back door that opens to an elevated deck. The only full bathroom in the unit is located on the second floor. Complainant is a double amputee and is unable to ingress or egress her unit or access the bathing facilities without assistance. Complainant alleges she requested permission to obtain a live-in aid and for a wheelchair ramp as a reasonable accommodation and modification due to her disability.

Complainant alleges her first request was made in a letter to Recipient dated September 16, 2009. Complainant alleges she did not receive any response to her request from Recipient. Complainant alleges she made a second request for a wheelchair ramp to Recipient in a letter dated October 09, 2009.

Complainant alleges Recipient has failed to respond to her request for a live-in aid, install a wheelchair ramp or to modify her unit or offer to transfer her to an accessible unit until after she filed a fair housing complaint.

Recipient denied Complainant's allegations of discrimination. Recipient stated that it responded to Complainant's reasonable modification request in a letter dated November 16, 2009. Recipient stated that due to the design of the unit, a ramp could not be installed at Complainant's unit.

B. Term of Agreement

1. This Voluntary Compliance Agreement (Agreement) shall govern the conduct of the parties for a period of two (2) years from the effective date of this Agreement.

C. Effective Date

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to Section 504 and the ADA, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Regional Director or his or her designee.
3. This Agreement shall become effective on the last date of signature date on which it is approved by the Director, Fair Housing and Equal Opportunity

(FHEO), Region III, of the United States Department of Housing and Urban Development.

E. General Provisions

4. The parties acknowledge that this Agreement is voluntary and full settlement of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
5. It is understood that Recipients deny violations of law, and that this Agreement does not constitute a determination by the Department of any violation of the Act or any other law.
6. Recipients acknowledge that they have an affirmative duty not to discriminate under the Act against anyone because of race, color, religion, sex, familial status, national origin or disability.
7. It is understood that the signature of Harry L. Short, Executive Director, is made with the authority of and on behalf of all named Recipients.
8. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Recipients, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property.
9. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Director or his or her designee, it is a public document.
10. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Recipients made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
11. No amendments to, modifications of, or waiver of any provision of this Agreement shall be effective unless all of the following conditions are met: (a) all signatories or their successors to the Agreement are notified in advance and agree to the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Regional Director, Office of Fair Housing and Equal Opportunity, Region III. Any such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

12. The parties agree that, in the interest of speedily concluding this matter, this Agreement may be executed by the parties' signatures of consent on separate pages. The separate signed pages will be attached to the body of the Agreement to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing the Agreement or within (10) days from the date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.
13. In exchange for compliance with the provisions of this Agreement, Complainant hereby forever waives, releases, and covenants not to sue Recipients, their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of the above referenced case number(s), or which could have been filed in any action or suit arising from said subject matter.
14. In exchange for the compliance with the provisions of this Agreement, Recipients hereby forever waive, release, and covenant not to sue the Department or Complainant, its heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the above referenced case number(s), or which could have been filed in any action or suit arising from said subject matter.

F. Non-Retaliation

15. Recipients acknowledge that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act and other Authorities. Recipients further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

G. Relief for Complainant

16. Recipients agree to take the following actions as set forth in this Agreement, and will provide the Department with written certification that these requirements have been met.
 - a. **Relocation:** Relocation at the Authority's expense to Seaboard Apartments. The Complainant will be relocated to a three bedroom accessible unit between the dates of June 10, 2011 – June 20, 2011. The Authority agrees to provide packing and moving assistance at the Authority's expense.

- b. **Reimbursement:** Reimbursement of Complainant's Total Tenant Payment (TTP) at Holley Square Apartments from September 2009 to May 2011. The Calculation of the payment is as follows: September 2009 (the date of the first accommodation and modification requests) – December 2009 (4 months x TTP \$269= \$1,076). January 2010 – December 2010 (12 months x TTP \$ 270 = \$3,240); January 2011 – May 2011 (5 months x TTP \$236 = \$1,180), for a total of \$5,496. The Authority voluntarily agrees to quadruple the payment for a total one time payment of \$21, 984.00. The Authority agrees to provide a check to Complainant for \$21, 984.00 within 30 days of the date of the execution of this Agreement. The Authority agrees to hand-deliver the check to the Complainant.
- c. **Rent Abatement:** A two-year abatement of the TTP of rent from June 2011 through June 2013 for Complainant.

H. Relief in the Public Interest

- 17. **Fair Housing Training:** The Authority agrees within 120 days of the effective date of this Agreement, employees that have direct responsibility for receiving, reviewing and making decisions about reasonable accommodation requests will attend fair housing training. The Authority also agrees that all Authority staff will attend fair housing training within 180 days of the effective date of this Agreement. The Authority agrees that fair housing training for Authority staff will be provided by HUD or by an agency or organization that HUD approves. A copy of the sign-in list and agenda must be submitted to HUD once the training has been completed.
- 18. **Reasonable Accommodation and Modification Policies:** Within 60 days of the effective date of this agreement, the Authority agrees to develop a written policies to guide the behavior of its employees and contractors regarding the provision of reasonable accommodations and structural modifications that include the following:
 - a. Preparation and adoption of a policy on the provision of reasonable accommodations which includes at a minimum:
 - 1. Definition of disability
 - 2. Prohibition of inquiries about the nature and severity of a disability
 - 3. Requirement to provide reasonable accommodation, including accommodations in policies and practices and structural modifications to enable persons with disabilities to live in and enjoy housing
 - 4. Examples of reasonable accommodations and structural modifications

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5. Description of procedure for verification of disability (including a provision that prohibits written verification when the nature of the disability is obvious);
6. identification of the staff person(s) responsible for monitoring PRHA's compliance with the Policy;
7. A detailed description of the procedure for accepting and processing requests for reasonable accommodation and structural modification;
8. A detailed of the procedure for that will be used to verify the need for a requested accommodation (including a provision that prohibits written verification when the need for the accommodation is obvious);
9. procedures for transfers requested as reasonable accommodation, including the waiver of any transfer fee ;
10. procedures for requesting the reasonable accommodation of a live-in-aide;
11. procedures for approving and acting upon requested structural modifications, including designation of appropriate responsible parties;
12. procedures outlining the right to appeal a denial of a requested accommodation or modification and any applicable grievance process.

The Authority will submit the revised plan to HUD/FHEO for approval within 60 days of the date of the execution of this Agreement. The Authority further agrees to provide at least one presentation for tenants on the provisions of the new policy within 30 days from date on which HUD approves the policy.

19. The Authority agrees to include the newly-developed Reasonable Accommodation and Modification Policy and Procedures in Recipient's Admission and Continued Occupancy Policy (A.C.O.P.) and other Recipient publications such as resident handbooks. The Authority agrees within 60 days of the effective date of this Agreement, notices about the revised reasonable accommodation and modification policy and procedure shall also be disseminated to all residents and all applicants. The Authority shall provide HUD with verification of these notices within five (5) days of completing these tasks.
 20. The Authority agrees the revised policy will conform with the Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Accommodations and Modifications Under the Fair Housing Act which can be found at:
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http://www.usdoj.gov/crt/housing/jointstatement_ra.htm

21. Within 30 days of the effective date of this agreement, the Authority agrees to review and revise the position descriptions and duties for the Section 504 Coordinator, Director of Housing Services, and Asset Manager. The Authority further agrees that the individual assigned to conduct the duties of this position must attend fair housing training within six months from the date of execution of this agreement and at least annually thereafter during the term of this Agreement.
22. **Acknowledgements:** The Authority acknowledges that it is unlawful to discriminate under the Act against anyone because of race, color, religion, sex, familial status, national origin or disability.
23. The Authority acknowledges that under the Fair Housing Act it is unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary for a disabled to use and enjoy housing.
24. The Authority acknowledges Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with handicaps shall, solely by reason of his or her disability be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Authority further acknowledges the following provisions of Section 504:

Section 504 PROGRAM REQUIREMENTS

- a. 24 CFR Part 8, Section 8.6(a)(1)(2)-Communications
The Regulation requires that Recipients shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public to include telecommunication devices for deaf persons (TDD's) or equally effective communication systems.
 - b. 24 CFR Part 8, Section 8.53(a)-Designation of responsible employee (Section 504 Coordinator). The Regulation requires that a Recipient that employs 15 or more persons shall designate at least one (1) person to coordinate its efforts to comply with this Part.
 - c. 24 CFR Part 8, Section 8.53(b)-Adoption of grievance procedures.
The Recipient requires that Recipient that employ 15 or more persons shall adopt grievance procedures that incorporate
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appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part.

- d. 24 CFR Part 8, Section 8.54(a)-Notice. The Regulation provides that Recipients that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap.

Recipients recognize their obligations under Section 504 and hereby acknowledge that requirements in paragraph 24, sections a-d have been met.

I. Monitoring

25. Monitoring of this Agreement:

- a. The Department shall determine compliance with the terms of this Agreement.
- b. The Complainant and Recipient understand that pursuant to a situation which reasonably so warrants, the Secretary of HUD, on request of Complainant or on the Department's own motion, may review compliance with this Agreement. As a part of such review, the Secretary may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy pertinent records of the Recipient's upon reasonable notice.
- c. For the purpose of this Agreement, the Secretary shall determine whether the Recipient has complied with the terms of this Agreement. The Department's failure to enforce this Agreement does not constitute a waiver of this Agreement or any part of it.

J. Reporting and Recordkeeping

26. Reporting and Record Keeping Requirements:

- a. The Recipient shall forward to the Department certification of completion of the Section 504/ADA training, within five (5) days after the completion of the training, as evidence of compliance with paragraph H.17 of this Agreement.
 - b. Within sixty (60) days of the effective date of this Agreement, Recipient shall certify to the FHEO Regional Director, in writing, that he or she has complied with paragraphs H.18 and H.19 of this Agreement.
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- c. Within thirty (30) days of the effective date of this Agreement, Recipient shall certify to the FHEO Regional Director, in writing, that he or she has complied with paragraph H.21 of this Agreement.
- d. All required certifications and documentation of compliance must be submitted to:

Sylvia M. Berry
Director, Richmond
Office of Fair Housing and Equal Opportunity
600 E. Broad Street, 3rd Floor
Richmond, VA 23219

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SIGNATURE PAGE

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.



Harry L Short, Executive Director
Portsmouth Redevelopment and Housing Authority

6-20-2011

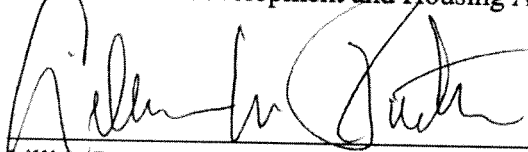
Date



Delores Adams, Director of Housing Services
Portsmouth Redevelopment and Housing Authority

6/20/2011

Date

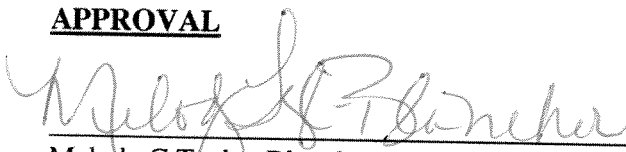


Lillian Porter, Occupancy Officer
Portsmouth Redevelopment and Housing Authority

6/20/11

Date

APPROVAL



Melody C. Taylor-Blancher
Regional Director, Region III
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development

6/23/11

Date

Authorization for Use of Information

In consideration of goodwill, I Margaret McNeil, authorize the United States Department of Housing and Urban Development to reproduce, publish or otherwise use photographs, any written personal story, or other images of me for Federal purposes, and to authorize others to do so. This authorization is irrevocable, and waives all rights, claims, and demands against the Federal Government in connection with or arising out of the reproduction, publication or other use of photographs, any written personal story, or other physical images of me.

In the event that this authorization pertains to a minor, in which case "me" and "my" as used above shall refer to said minor, I represent that I am parent or legal custodian of said minor and authorize the United States Department of Housing and Urban Development to reproduce, publish or otherwise use photographs, any written personal story or other images of said minor for Federal purposes, and to authorize others to do so. On behalf of said minor, I understand and acknowledge that this authorization is irrevocable, and waives all rights, claims, and demands against the Federal Government in connection with or arising out of the reproduction, publication or other use of photographs, any written personal story, or other physical images of said minor.

Executed this 20TH day of June 20 11

Margaret McNeil
SIGNATURE

06/20/2011
DATE

Address: 210 Wilson Drive
Apt. C
Portsmouth, VA 23707

Telephone: (757) 295-9761


U.S. Department of Housing and Urban Development
Office of Public Affairs
451 7th Street S.W.
Washington, DC 20410

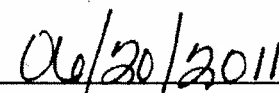


U.S. Department of Housing and Urban Development
Richmond Field Office
Fair Housing and Equal Opportunity
600 East Broad Street, 3rd Floor
Richmond, Virginia 23219-1800
Telephone: (800) 842-2610

Settlement and Release Agreement

I, Ms. Margaret McNeil, a resident of housing owned and managed by the Portsmouth Redevelopment and Housing Authority ("the Authority"), in recognition of relocation at the Authority's expense to Seaboard Apartments to a three bedroom accessible unit, and quadruple reimbursement of my Total Tenant Payment from September 2009 to June 2011 in the amount of \$21,984.00, and a two-year rent abatement from June 2011 through June 2013, do hereby forever waive, release, and covenant not to sue the U.S. Department of Housing and Urban Development or the Authority, its heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 03-11-0008-4 and 03-11-0008-D, or which could have been filed in any action or suit arising from said subject matter.


Margaret McNeil


Date

ATTACHMENT #2 - TIMELINE OF EVENTS

Date	Activity
March 31, 2006	Move-In to 1200 Columbia Street
November 22, 2007	Annual Recertification, Offer of Accessible Unit was “No” & No Request for Live-In Aide
February 20, 2008	Annual Recertification, Offer of Accessible Unit was “Yes” & No Request for Live-In Aide
February 18, 2009	Annual Recertification, Offer of Accessible Unit was “Yes” & No Request for Live-In Aide
September 16, 2009	First letter requesting ramp for unit and Live-In Aide, however, no documentation or the name of the Aide was provided. Manager was out on medical leave during this time. There are no 4-bedroom units in Westbury and Ms. McNeil would have to move to a traditional public housing development to move to a larger size unit.
October 9, 2009	Second letter received by Manager and supervisors requesting ramp.
October 2009	Authority contacted contractor and engineers that built Westbury to determine if a ramp could be added to 1200 Columbia Street that met UFAS Standard. It was not possible to build a ramp that met UFAS Standard due to the unit type and location. The contractor and engineer then researched what needed to be done to make the two adaptable 3-bedroom townhouse units, 1202 and 1214 Columbia Street, fully accessible.
November 16, 2009	Authority notified Ms. McNeil that a ramp could not be added to her unit and that it had contractors assessing the feasibility of making the adaptable units fully accessible. The preliminary verbal cost estimates were in excess of \$20,000 each.
March 24, 2010	Annual Recertification, Offer of Accessible Unit was “Yes” & No Request for Live-In Aide
January 19, 2011	Annual Recertification, Offer of Accessible Unit was “Yes” & No Request for Live-In Aide
February 17, 2011	Received Fair Housing Complaint Letter

